

***COLLECTIVE
BARGAINING
AGREEMENT***

TROY BOARD OF EDUCATION

AND

TROY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/
MEA/NEA

July 1, 2010 – June 30, 2012

TROY SCHOOL DISTRICT
4400 LIVERNOIS ROAD
TROY, MICHIGAN 48098

MASTER AGREEMENT

TROY SCHOOL DISTRICT
And
TROY EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA

2010 - 2012

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MASTER AGREEMENT BETWEEN TROY BOARD OF EDUCATION

AND

TROY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

PREAMBLE

This agreement entered into by the Troy School District, hereinafter referred to as the Employer, and the Troy Educational Support Personnel Association/MEA/NEA, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Consistent with the provisions of the public employment relations act, MCL 423.215 (7) and the local government and school district fiscal accountability act, MCL 141.1501 to 141.1531 (as may be amended), the parties recognize that this Agreement is subject to rejection, modification, or termination by an emergency manager appointed under the local government and school district fiscal accountability act.

ARTICLE I. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its nonsupervisory maintenance employees, special education para-educators, and ELL para-educators, but excluding all supervisors, noon aides, summer seasonal employees working less than sixty (60) days, substitutes, and part-time employees working less than twelve and one half (12.5) hours per week.

ARTICLE 2. Union Security and Dues Check Off

Section 1. Membership and Dues Deductions. The Association agrees to admit to full participating membership all bargaining unit employees who have completed their probationary period. Contracts shall be issued to paid members by the TESP/MEA/NEA President only at the conclusion of the probationary period. After becoming a member of the Association, a bargaining unit employee may annually authorize the Employer to deduct dues and/or initiation fees of the Association, including the Michigan Education Association and the National Education Association.

Any bargaining unit member, who is not a member of the Association in good standing or who does not make application for membership after the conclusion of their probationary period shall pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit

member may authorize payroll deduction for such fee in the same manner as provided elsewhere in the Article. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for termination from employment.

The Association, in all cases of termination for violation of this Article, shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for termination may be filed with the Employer in the event the compliance is not effected. If the bargaining unit member in question denies that she/he has failed to pay the Service Fee, then she/he may request, and shall receive, a hearing before the Employer limited to the question of whether she/he has failed to pay the Service Fee.

Any bargaining unit member who is a member of the Association, or who applied for membership may sign and deliver to the Employer as assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

Section 2. Other Organizations. The Employer agrees not to negotiate with any organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed (1) to deny or restrict to any bargaining unit employee any rights he/she may have under the Michigan General School Laws or other applicable laws or State departmental regulations or (2) to prevent a Board Member or Administrator from meeting with any bargaining unit employee, groups of employees or organization other than the Association for the purpose of hearing and discussing their views on matters other than hours, wages and working conditions.

Section 3. In the event of any action against the Employer brought in a court or administrative agency because of its compliance with Article 2 (agency shop provision) of this Agreement:

- A. The Employer will give timely notice of such action to the TESP/MEA/NEA, and
- B. The Employer will give full and complete cooperation to the TESP/MEA/NEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C. The TESP/MEA/NEA agrees to provide and pay the full cost of TESP/MEA/NEA-selected legal counsel. The TESP/MEA/NEA retains the right to settle any action at any time.

ARTICLE 3. Management Rights and Responsibilities

Section 1. It is recognized that the government and management of the School District, the control and management of its properties and the maintenance of its functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility. Such rights and responsibilities belonging solely to the Employer are hereby recognized prominent among which but by no means wholly inclusive are: All rights involving public policy, the rights to decide the number and location of schools and other buildings, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise.

Section 2. It is further recognized that the responsibility of the Employer for the selection and direction of the working forces, including the right to hire, discipline or suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Employer, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

Section 3. The exercise of the foregoing powers, rights and authority of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan general school laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 4. Effect of Agreement

Section 1. The Employer and the Union mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Employer and the Union in an amendment hereto which shall be ratified and signed by both parties.

ARTICLE 5. Representation

Section 1. The names of all officers and Bargaining/Grievance Committee members in the bargaining unit shall be submitted in writing to the Employer by the Union upon election or appointment. The Employer will provide a chain of command chart yearly or as changes occur.

Section 2. The Employer agrees to recognize a Bargaining/Grievance Committee from TESP/MEA/NEA as determined by the local Association. The President or Association Grievance Chairperson and Association Representative, without loss of time or pay, will be allowed time off the job to investigate and present grievances to the Employer. The Association Representative, upon making a request for such release time, will be granted permission as soon as possible, but in any event, not later than the next regularly scheduled working day. For the para-educator Association Representative, except in unusual circumstances, the time off will not be taken when a substitute teacher is on duty.

Section 3. Meetings between the Employer's designated representatives and recognized Union committees shall be scheduled to commence at a mutually agreed upon time.

Section 4. Special conferences for important matters will be arranged between the Bargaining/Grievance Committee and the Employer, which may, at the Union's option, include the Uniserv Director. An agenda of the matters to be taken up at the meeting will be submitted by the party calling the conference.

ARTICLE 6. Settlement of Disputes

Section 1. Grievance Procedure:

- A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of the Agreement and this grievance procedure shall be the exclusive means for resolving grievances as defined herein. It is understood that an individual grievance must be signed by the individual and that at least one member of a class action or Association grievance must sign the grievance on behalf of the class or Association.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.
- C. No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth in steps one through five may be extended upon mutual consent of the parties. Said extension shall be in writing and signed by both parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that the Union fails to appeal a grievance or grievance answer within a particular time limit, the involved grievance shall be deemed

to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union's last position shall be considered acceptable to both parties.

D. Grievances shall be settled in the following manner:

Step 1. An employee with a grievance will first discuss it with the department supervisor involved with the objective of resolving the matter informally. The Association Representative and President or Grievance Chairperson may be present during the discussion.

Step 2. If the grievance has not been settled, it shall be reduced to writing (reasonably identifying all grievants or the class of grievants), and presented within ten (10) working days to the department supervisor involved. The department supervisor involved or designee shall schedule a meeting within five working days with the grievant(s) and the Association Representative. Within five working days after such meeting, the department supervisor involved shall give a written answer to the grievant(s), Grievance Chairperson, the Union President, and the Uniserv Director.

Step 3. If the answer to the grievance is still unsatisfactory, it may be appealed by the Union within fifteen (15) working days after the date of the employer's answer to the Superintendent or his/her designee. The Superintendent or his/her designee will schedule a meeting to hear the grievance. The meeting may be with the Uniserv Director, Association Representative, Local President and grievant(s). The Superintendent or his/her designee shall give his/her answer in writing to the Union President, Grievance Chairperson, Uniserv Director and grievant(s) within ten working days after the date of the meeting.

Step 4. ARBITRATION. If the answer to the grievance is still unsatisfactory, either party may, within fifteen (15) working days after the Superintendent's or his/her designee's answer, and by written notice to the other party, request arbitration.

Within ten working days after such notice to arbitrate, the Union and the Employer shall endeavor to agree upon a mutually accepted arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision in a timely fashion. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to rule upon alleged contract violations. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms

of the Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant(s).

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

ARTICLE 7. Employee Discipline

Section 1. The disciplining of employees is a management right and may include, but is not necessarily limited to, oral reprimands, written reprimands, suspensions and dismissal for just cause.

- A. Any oral reprimand, written reprimand, suspension or dismissal of an employee by a supervisor or other administrator shall be done in private. Normally a meeting scheduled by the supervisor shall be scheduled during the employee's regular shift unless arranged otherwise by the District and the Union.
- B. If a supervisor or other administrator decides to investigate an incident prior to discipline, said investigation shall be completed within ten (10) working days. If at the end of ten (10) working days the investigation is not complete, the employee in question shall be informed that the investigation is still in progress and an additional five working days shall be allowed to continue the investigation. If at the end of the five-working day extension the investigation is still not complete, the employee in question shall be informed that the investigation is still in progress and a final five-working day extension shall be allowed. At the conclusion of the investigation, if a written record of an incident is to be inserted in a personnel file, the employee shall receive a dated copy within ten working days. The employee's copy will note that the item is being inserted into said file. The employee shall have the right to insert a rebuttal to any item within thirty (30) days, and the rebuttal shall be attached to the document.
- C. Rights to Representation. Employees shall at all times be entitled to have a Union representative and/or Uniserv Director present when being disciplined. The administration shall inform the employee of this right before disciplining the employee. If the employee requests a Union representative present, the administrator shall delay action for up to twenty-four (24) hours so that a Union representative may be present. For serious disciplinary action involving suspension or termination, the meeting may be adjourned to permit the attendance of the Uniserv Director.
- D. A grievance challenging a suspension of three or more days or challenging dismissal shall be initiated at Step 3 of the grievance procedure.

ARTICLE 8. Seniority

Section 1. Seniority Defined. The seniority of all employees shall commence with the first day of work as the most recent date of hire as a regular employee in this bargaining unit. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date and classification. Before January 1, 1999 when more than one employee is hired on the same date, seniority will be determined by

alphabetical sequence according to last name at time of hire. After January 1, 1999, when more than one employee is hired on the same date, seniority will be determined by lottery. The Assistant Superintendent, Human Resources shall notify the Association President of the lottery date at least one week before the lottery and the Association President shall assign an association member to be present during the lottery.

A seniority list by group classification will similarly be provided. These lists will be provided each January and July on or before the 15th day. The President will be provided with a list of new hires, probationary completions, terminations, and other changes as they occur.

Section 2. Probationary. New employees hired into the unit from the outside shall be probationary for the first sixty (60) working days of their employment. If thirty (30) or more of the sixty (60) working days occur within the months of July and August, the probationary period shall be extended an additional thirty (30) days. The parties may, by mutual consent, extend the probationary period up to an additional thirty (30) working days. Upon completion of the probationary period, the employee shall attain seniority status and his/her name shall be entered on the seniority list with a seniority date from the first day worked. Fringe benefit coverage will commence on the first day of the month following the employee's first day of employment.

- A. Upon the completion of the probationary period, an employee shall attain seniority status, and his/her name shall be entered on the seniority list with a seniority date from the first day worked.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be applied, first within occupational groups, and finally district-wide. Occupational groups are maintenance, special education para-educator, and ELL para-educator as reflected in the appendices.

Section 3. Loss of Seniority. Seniority shall be broken and the employee shall be terminated and removed from the seniority list only for the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. If the employee is absent for three consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the Employer.
- D. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure.

- E. If the employee overstays a leave granted for any reason for three consecutive working days, without notifying the Employer and fails to give explanations satisfactory to the Employer.
- F. If the employee is on layoff for a period of three years or the duration of his/her district-wide seniority at the time of layoff, whichever is shorter.

Section 4. Seniority of Officers and Association Representatives.

- A. Notwithstanding their position on the seniority list, the Association President, Vice President, and Grievance Chairperson in the event of a layoff of any type, shall be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event they are laid off to the first open job in their occupational group which they can perform.
- B. The President, Vice President, and Grievance Chairperson shall, in the event of a layoff, be continued at work all times when one or more departments or fractions thereof are at work.
- C. The District recognizes these clauses to the extent that the Association President, Vice President and Grievance Chairperson are elected biennially, and that the Association President, Vice President and Grievance Chairperson are not construed to have protected seniority except during their official term of office.

Section 5. Seniority Accrual.

- A. Within the bargaining unit:
 - 1. Between Occupational Groups. When an employee moves from one occupational group to another occupational group, the employee's seniority in the new occupational group shall commence with the first day worked in the new group.
 - 2. Seniority for computation of vacations, retirement, holidays, or any other fringe benefits shall be from date of original hire into the Troy School District. In the event an employee changes occupational groups with an increase in the number of regularly scheduled paid hours.
 - a) His/Her accumulated leave shall be adjusted downward to reflect the increase in regularly scheduled paid hours, and
 - b) His/Her seniority for purposes of determining vacation shall be based upon the number of regularly scheduled hours paid divided by 2,080.
 - 3. An employee who has moved from one occupational group to another occupational group and moves back to his/her original occupational group shall retain the seniority he/she had accumulated in that original group before he/she moved. However, an employee successfully completing the trial period shall remain in that occupational group for at least one hundred eighty (180) working days.

B. Out of the bargaining unit:

1. An employee, who transfers or who is promoted to a position with the Employer not included in the bargaining unit, shall have his/her accumulated seniority frozen after the sixtieth (60th) day after said transfer.
2. In the event the employee returns to the bargaining unit, the employee shall be reinstated in the same job classification within the group classification he/she had prior to leaving the bargaining unit, provided there is an opening, and shall exercise his/her bargaining unit seniority thereafter. The time spent out of the bargaining unit will not be counted toward seniority within the unit after the sixty (60) day period.
3. Those employees who leave the bargaining unit but still remain employees of the Troy School District and who re-enter the bargaining unit shall have total years of service with the Troy School District counted as the basis in determining salary placement, vacation, and longevity.

ARTICLE 9. Layoff, Bumping and Recall

Section 1. Layoff and Bumping.

- A. The word “layoff” means a reduction in the work force. For purposes of applying the layoff provisions of this article, seniority shall be defined as length of service within an occupational group(s), and within the bargaining unit.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory:

Probationary employees in the affected classifications shall be laid off first.
- C. The necessary number of least senior employees shall be laid off from the affected occupational groups.
- D. An employee will not be permitted to exercise his/her seniority in the form of a bump unless he/she is positioned in the following way:
 1. The employee’s regular job or part of the regular job hours is abolished.
 2. The employee is bumped.
 3. The employee returns from sickness or accident leave of absence which is longer than six months and his/her former position has been filled as a result of a permanent posting.
 4. The employee’s job description or responsibilities have been changed so that it does not fit the original job posting.

Bumping will not be permitted out of classification while a less senior employee is working in the classification. Bumping pursuant to Section 1 D (4) above will be void if a less senior employee is not available.

Bumping will not result in a pay increase, unless an employee is bumping into a job he/she previously held is able to return to his/her former position. Step 1 of the pay schedule shall be used for comparing pay rates for this purpose.

The employee must notify the Assistant Superintendent, Human Resources of his/her desire to exercise bumping rights within three working days of the circumstances above.

- E. Any less senior employee (maintenance, special education para-educator, or ELL para-educator) so removed shall be able to exercise seniority rights to bump. Any employee who is positioned to bump under Section 1 (D) above shall bump by following the steps noted below.

Any ELL para-educator so removed shall be able to exercise seniority rights to bump at the start of a school year or at the start of the second semester, unless the Employer allows this to occur earlier. The displaced employee shall not experience a loss or reduction in insurance coverage while waiting to implement his/her bump. It is understood that the continuation of insurance shall not apply when a layoff occurs. Any employee who is positioned to bump under Section 1 (D) above shall bump by following these steps:

Step 1. Within Occupational Group - Same Classification. The employee shall stay within the same classification if the employee's occupational group seniority permits. The employee shall decide if he/she wants to retain his/her shift (maintenance, special education para-educator, or ELL para-educator) providing he/she has sufficient occupational group seniority.

a. If he/she wants his/her current shift, he/she shall first bump into a vacancy on that shift (maintenance, special education para-educator, or ELL para-educator). If a vacancy does not exist, the employee shall then bump the least senior person on that shift (maintenance, special education para-educator, or ELL para-educator).

b. If he/she chooses not to retain his/her shift (maintenance, special education para-educator, or ELL para-educator) he/she shall first bump into a vacancy. If a vacancy does not exist, the employee shall bump the least senior person in that classification.

Step 2. Within Occupational Group - Lower Classification (Step 2 not applicable to ELL para-educators). If the employee does not have sufficient seniority to continue in the same classification, the employee shall bump into a lower paid classification in the same occupational group, providing his/her occupational group seniority permits. The employee shall bump into a classification in which he/she is able to perform.

Employees shall maintain their step level. The employee shall choose if he/she wants to retain his/her shift (maintenance, special education para-educator, or ELL para-educator) providing he/she has sufficient occupational group seniority.

- a. If he/she wants his/her current shift, he/she shall first bump into a vacancy on that shift (maintenance, special education para-educator, or ELL para-educator). If a vacancy does not exist, the employee shall bump the least senior person on that shift (maintenance, special education para-educator, or ELL para-educator).
- b. If he/she chooses not to retain his/her shift (maintenance, special education para-educator, or ELL para-educator), he/she shall first bump into a vacancy. If a vacancy does not exist, the employee shall bump the least senior person in that classification.

Step 3. Return to Previous Occupational Group. If the employee does not have sufficient classification seniority to continue in his/her current occupational group, the employee may bump into a position he/she previously held in another occupational group in this bargaining unit providing he/she meets the current qualifications for the position and has more seniority than the current incumbent(s).

The employee shall bump into a classification using the procedure outlined in Step 2 (A).

Step 4. District-wide Seniority (Step 4 not applicable to ELL para-educators). If the employee does not have sufficient occupational group seniority to continue in a classification within the occupational group in Step(s) 2 and/or 3, the employee may use his/her district-wide seniority to avoid a layoff by bumping the least senior employee in any classification on a District-wide basis, where the employee can satisfactorily meet the standards and perform the duties of the job.

In the event the employee proves unsatisfactory in the position and is removed by the Employer, such removal may be subject to the third step of the grievance procedure.

- F. An employee (maintenance, or special education para-educator) who has bumping rights as set forth in Steps 3 and 4 above shall have the right also to accept the layoff until recalled. A ELL para-educator who has bumping rights as set forth in Steps 1 and 3 above, shall have the right also to accept the layoff until recalled.
- G. The least senior employees, who remain unplaced after the reduction in the required classifications and bumping is completed, shall be laid off.
- H. Layoff Notice. Employees to be laid off will be given at least fourteen (14) days notice of layoff. The President and Uniserv Director shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees. This notice shall not apply where the layoff is a result of circumstances unforeseen by the Employer.
- I. Seniority Accrual On Layoff. Employee shall accrue seniority while on layoff, up to three years.
- J. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.

Section 2. Recall Procedure. When the work force is increased after a layoff, laid off employees shall be recalled as follows: the most senior employee shall be recalled to the first opening in the classification from which the employee was laid off, or if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written notice, (return receipt mail) to the employee's last-known address on file with the Employer and shall require that the employee both notify the Assistant Superintendent, Human Resources of the employee's decision to accept recall and report to his/her supervisor within three workdays after the date of delivery or proof of non-delivery. The employee, if employed elsewhere, will be allowed a fourteen (14) day grace period in which to give proper notice of resignation to said Employer, provided that the employee notified the Assistant Superintendent, Human Resources of acceptance of recall within three workdays. The employee must then report to work on the next workday following the fourteen (14) day grace period. A copy of the recall notice shall be forwarded to the Association President. The Employer may grant for good cause to employees who are not working elsewhere at the time of recall an extension of no more than fourteen (14) days to report for work, provided that the employee notified the Assistant Superintendent, Human Resources of acceptance of recall within three workdays.

ARTICLE 10. Posting Vacancies

Section 1. When the Employer decides to fill a vacancy, it shall be posted and filled through the bidding system or, if no bids are received, then by new hires.

Section 2. Job vacancies will be posted for five working days on the Union bulletin board. The posted notice shall set forth the job title, shift and location of the opening and the approximate number of hours required. Additionally, the posted job vacancies will be e-mailed to the Association President.

Section 3. Employees interested shall apply within the five working day posting period. The employees bidding for the job must file their bids in writing with the designated supervisor. The employee shall retain one copy of the form, send one copy of the form to his/her Association representative, and the supervisor shall retain the original. Only employees who are available to perform the duties in the new position within five working days of the posting closing are eligible to bid on the position.

Section 4. When a vacancy occurs which is not brought about through sickness or accident or which is more than sixty (60) working days of noncompensable leave, said vacancy shall be posted in all buildings. During the regular school year, the posting shall be made no later than fifteen (15) workdays after the position is actually vacated.

Section 5. When a vacancy occurs which is brought about by sickness or accident, if it is apparent the absence will be longer than ten workdays, the position will be posted as a temporary vacancy. If the absence of the employee exceeds six months, the position shall be considered to be a permanent vacancy and posted accordingly.

Section 6. Temporary Vacancies. When an employee is awarded a job and his/her vacancy is open and/or then posted, the qualified seniority employee in the next lower classification or that group classification in the building shall have the option to fill said vacancy and be

paid the higher rate of pay, if any is involved. Thereafter, the District may fill the resulting vacancy at its discretion or leave the position vacant. This will also apply on day-to-day absences where regular assigned employees are not available. If the employee who filled the temporary vacancy returns to his/her last position prior to the termination of the temporary vacancy, then the second most senior qualified bidder for the temporary vacancy shall be awarded the job, and the District may fill the resulting vacancy at its discretion or leave the position vacant.

Section 7. Absent employees shall be returned to their position if the absence does not exceed six months. If the absence exceeds six months, the absent employee will have the right to bump the least senior employee in the classification and shift which he/she held prior to the absence. If he/she lacks the seniority to so bump, then the District shall follow the layoff procedure in Article 9.

Section 8. Summer Vacancies. The District shall operate either a telephone job “hotline” and/or website to advertise District job openings during summer recess.

Section 9. Triplicate bid forms will be available in all buildings:

TROY SCHOOL DISTRICT BID FORM	
Date _____	
I, _____, wish to place my bid	
Name	
on _____	in _____
Job Title	Place
Posted on _____	My seniority date _____
Date of Posting	
_____ Past Experience	
_____ Signature of Applicant	

ARTICLE 11. Promotions and Transfers

Section 1. Transfers. Bids will be awarded first within occupational groups (See appendices). In the event a job is awarded to an employee from another occupational group, the employee will not bid out of the new occupational group for a minimum of one hundred twenty (120) working days except in the event of layoff.

Section 2. Transfer Within Current Classification. Location and shift bids will be awarded according to seniority.

Section 3. Transfer to Another Classification. The senior occupational group applicant possessing the ability to perform in the position shall be granted the transfer. In the event the

senior applicant was denied the transfer, the reasons will be shared with the employee upon request. This section shall not apply to special education para-educator, or ELL para-educator positions.

For vacancies posted during the school year, special education para-educator, or ELL para-educator may apply for the vacancy with the understanding that if selected for the position, the transfer will become effective no later than the next semester or the start of the next school year, whichever comes first.

Section 4. Basis for Promotions. Promotions within the bargaining unit occupational group shall be made on the basis of seniority, attendance record, work record for the past five years, training, and ability to meet the trial period outlined in Section 6.

Section 5. Trial Period for Promotions and Transfers. The person awarded a promotion or transfer* shall be granted a thirty (30) work day trial period, except for special education para-educator, or ELL para-educators. An employee who is working in the special education para-educator occupational group for the first time shall serve a sixty (60) work day trial period. An employee who is working in the ELL para-educator occupational group for the first time shall serve a sixty (60) work day trial period. This shall not prevent the School District from removing an employee whenever lack of ability to do the job is obvious. The trial period shall determine the employee's desire to remain in the job and his/her ability to perform in the job.

During any trial period, the employee shall have the right to return to his/her former position. If the employee is unsatisfactory and is removed from the new position, notice and reasons shall be shared with the employee. The matter may then become a proper subject for the third step of the grievance procedure.

For positions other than temporary vacancies, if an employee returns to his/her former position, the position he/she is vacating may be re-posted.

Section 6. The Union President will be provided with the postings and/or a list of all transfers, promotions and/or all other changes of status of employees in the bargaining unit. When the change of status results in an increase or decrease of hours, the change shall be forwarded to the Union Treasurer.

Section 7. Involuntary Disciplinary Transfers. The Employer retains the right to transfer employees for disciplinary reasons at any time under the following circumstances:

- A. Prior approval of the Assistant Superintendent, Human Resources will be obtained.
- B. Transfers may be effected for an indefinite period of time; however, employees who have been involuntarily transferred may bid on vacancies.
- C. Involuntary transfers for disciplinary reasons may be subject to the grievance procedure.

ARTICLE 12. Days, Weeks and Hours of Work

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Work schedules showing the employees' shifts, workdays, and hours shall be posted in each building or provided to the Union upon request. Except in emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Union.

Section 2. Extra Duty. Any maintenance employee required to make an extra trip to work outside of his/her regularly scheduled shift shall be paid for a minimum of two hours consistent with the requirements of the Fair Labor Standards Act (FLSA).

ARTICLE 13. Break Periods

Section 1. Lunch Break. All employees will be granted a thirty (30) minute lunch period without pay during each work shift.

Section 2. Shift Break. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the middle of each one-half shift, whenever this is feasible.

Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 14. Overtime

Section 1. Rate of Pay for Maintenance, Special Education Para-educator, and ELL Para-educators-Employees. Time and one-half the employee's regular hourly rate of pay or double time shall be paid for work consistent with the requirements of the Fair Labor Standards Act (FLSA).

Section 2. Distribution. Overtime work shall be divided as evenly as possible within each building. In other departments or classifications, overtime shall be divided by seniority as equally as possible on a rotating basis. It is understood that certain events may require that a male or female work overtime out of rotation.

Section 3. Work at Employee's Option. Overtime work shall be voluntary. If no qualified person in a building or department or classification agrees to work an overtime assignment and no one from another building or department or classification agrees to do it, then the least senior employee qualified to do the work in that building or department may be required to do it. If a least senior employee is required to work overtime, he/she shall be paid time and one-half for work performed in excess of eight hours on a given day or for any work performed on Saturday; and he/she shall be paid double time for any work performed on

Sunday. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE 15. Holidays

Section 1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays for employees who would otherwise be scheduled to work on the holiday and who actually work the work days immediately before and after the holiday or are approved for use of accumulated leave.

Maintenance Employees

- Labor Day
- Thanksgiving and the Friday after
- Christmas Eve and Christmas Day, as determined by the District
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day (plus Monday when Independence Day is on Tuesday; plus Friday when Independence Day is on Thursday)

Special Education-Para-Educator/ELL Para-Educator Employees

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

Section 2. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Section 3. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 4. Holiday Work. If an employee works on any of the holidays listed above, he/she shall be paid double time for all hours worked in addition to his/her holiday pay.

ARTICLE 16. Wages

Section 1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendices. The wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does

not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Employees shall move from the minimum step in the pay range to the maximum step in 12 months increments, except that the Employer may give credit for previous experience in placing a new employee at an appropriate step. Changes will be made on July 1st of each year. If the employee has had 8 months or more of regular employment, he/she will be advanced to the next step on the change date.

Section 2. Work Out of Classification. Employees required to work in a higher classification for three hours or more on that shift, shall be paid the rate of the higher classification for the entire day.

Section 3. Shift Differential. All custodial and maintenance employees in all classifications will receive a fifteen-cent (\$0.15) per hour additional differential for all work performed when a shift starts after Noon. For shifts commencing after 10 P.M. employees shall be eligible for a twenty-cent (\$0.20) per hour differential in addition to their base hourly straight time set forth in the Appendices.

Section 4. Longevity. Longevity will be paid at the rate as set for in the Appendices after eight years (Longevity 1), fourteen (14) years of service (Longevity 2), and after twenty (20) years of service (Longevity 3).

Section 5. Pay Period. The salaries and wages of employees shall be paid according to the District's payroll schedule, which will be provided to the Union.

Section 6. New/Changed Position. If a new position should be created or a significant change is made in the method of operation, a temporary rate may be established by the Employer for a period not to exceed ninety (90) days. During this period the Employer and the Union shall bargain the rate for the position.

Section 7. Mileage. All employees required to drive their own vehicle during the performance of their job shall be paid the same as the IRS maximum rate in effect.

Effective May 9, 2007, high school parking lot guards who are assigned outdoors between November 1 through April 30, shall not be paid pursuant to this section, but shall be paid pursuant to Article 27, Section 27.8.

ARTICLE 17. Annual Leave

Section 1. Annual Leave. Annual leave shall be provided to cover absences without loss of pay for the reasons listed below. A day of leave shall be equal to the number of hours normally worked by the employee on a workday Employees hired on or before May 9, 2007, shall continue to receive their annual leave days frontloaded into their leave banks at the beginning of their work year. Employees hired after May 9, 2007, shall accrue their annual leave days in relatively even increments throughout their work year with each payroll period.

Employee Group	Annual Leave Days	Maximum Number of Annual Leave Days Allowed for Personal Business
Maintenance Employees (All)	14	4
Special Education Para-educator Employees (All)	10	3
ELL Para-educator	10	3

- A. Personal illness. Leave days are not permitted to be used for elective surgery during the school year by employees who are not scheduled to work during the student summer recess.
- B. Serious illness in the immediate family, which includes spouse, children and the members of the employee's household, parents and foster parents of employee or spouse, or brothers and sisters of the employee.
- C. Death of a relative.
- D. Personal Business. Personal business days should be used for business activities that cannot reasonably be done outside of normal working hours. Prior approval should be received for personal business days at least a minimum of two work days in advance of the personal business day requested. In the case of an emergency, the timeline can be waived by the department supervisor. Personal business days cannot be used on the day before or after a holiday or vacation, unless otherwise approved.
- E. The employee may borrow in advance from the following year's annual leave allowance by executing a promissory note in favor of the Troy School District, said note to be cosigned by the Union.

Section 2. Accumulated Leave Days. All the unused leave days shall be added at the end of each fiscal year to the employee's leave day reserve. Said leave day reserve may be used for reasons A, B, C, and D above and/or for a basis of calculating severance pay upon voluntary termination of employment with Troy Schools. Severance pay will not be paid in cases where at least two week's notice of leaving was not given or where illegal, immoral or other unethical conduct by the employee is involved. In case of death, the beneficiary designated on the Office of Retirement Services' Public School Employees Beneficiary Nomination form shall receive said reimbursement.

In order to be eligible to receive severance pay, an employee must have a minimum of thirty (30) days in his/her accumulated leave bank. Accumulated leave days shall be paid as follows.

Accumulated Leave Bank Balance on Employee's last day of employment	Amount of Severance Pay
At least 30.0 – 80 days	50% pay for each day
At least 100 days	45 days of pay
At least 110 days	50 days of pay

Seriously ill/disabled employees may receive donated days once during a school year. Prior to receiving donated days, he/she must have exhausted all of his/her sick leave days and all but five vacation days (however, the employee may elect to exhaust all vacation days). Donated leave days may not exceed the number of days necessary for the employee to reach the long-term disability insurance eligibility date. Such donations are voluntary and will be deducted from the employee's total accumulation of sick days. No employee may donate more than a total of sixteen (16) hours per contract year to one individual. Cross-classification donations shall be permitted on an actual hourly basis.

Section 3. Absence from a Paid Workday.

- A. When an employee is absent from a paid workday, he/she shall not receive his/her salary for such day unless 1) his/her absence is covered under Section 1; and 2) the employee has notified the District of his/her absence according to the requirements contained in the classification-specific articles.
- B. Anyone wishing to take days off without pay before or after a paid holiday must make special arrangements with the department supervisor ahead of time, or risk loss of pay for the holiday. If more employees request time off than the Administration is able to provide substitutes for, the earlier requests will receive more consideration.

Section 4. Adjustments Due to Unfinished Contract. Employees who leave the employment of the Troy School District before termination of the current year's operation for reasons other than those beyond his/her control will forfeit one leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustments for such forfeiture shall be made on the employee's final paycheck.

Section 5. Worker's Compensation. Any employee who is injured in the line of duty, shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan plus any other benefits from Social Security or other public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed sixty (60) calendar days, without reduction of accumulated sick leave instead.

Section 6. Absence Due to Long Term Disability. (See Article 18, Section 6)

Section 7. Contagious Diseases. Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in cases of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, hepatitis and conjunctivitis; but not for diseases such as influenza, colds, coughs or any other disease.

Section 8. Miscellaneous Absence.

- A. **Absence due to Court Appearance.** In a case connected with employment in Troy Schools or due to being subpoenaed on any legal proceeding connected with Troy Schools, the employee will be paid for duties without being charged leave days.
- B. **Absence due to Jury Duty.** If an employee must serve on jury duty, he/she will be paid the difference between the jury pay and the employee's regular pay without loss of leave days.
- C. **Absence due to Religious Observances.** Absence due to religious observances may be deducted from the employee's annual leave as personal business days up to a maximum of two more days of leave than normally allowed for personal business.
- D. **Conferences.** Approved attendance at conferences, conventions or other educational meetings will not result in a deduction from leave days and will be paid.
- E. **Union Conferences and Conventions.** Personal business days may be used for attendance at union conferences and/or conventions.
- F. **Association Business.** The Association shall be provided twenty (20) days per year for their collective use for Association business including attendance at conferences and workshops sponsored by the Association or affiliated organizations outside of the District. Any of the allocated Association days not used in a particular school year shall accumulate and be added to the following year's allotment, provided that such accumulated amount shall not exceed forty (40) days. The Association may request to purchase (at the employee's hourly rate) additional days from the District. The request shall be made in writing to the Assistant Superintendent, Human Resources.

ARTICLE 18. Insurance

***Section 1. A. Insurance Eligibility for Employees.** Employees (except ELL para-educators) hired on or before June 30, 1995, must be regularly working twenty (20) or more hours per week to be eligible for the insurance specified in Article 18 on the first day of the month following the first day worked. Effective July 1, 2005, an employee will be eligible for insurance on the first day of the month following the successful completion of his/her sixty (60) working day probationary period. ELL para-educators shall be eligible for insurance on the first day of the month following the completion of sixty (60) working days of his/her probationary period. The Employer will provide a one hundred percent (100%) premium contribution for these insurances. Employees hired on or after July 1, 1995, and all

ELL para-educators will receive the following Employer premium contribution toward their insurance:

Working regularly 20 – 24.99 hours per week	50%
Working regularly 25.0 – 29.99 hours per week	75%
Working regularly 30.0 or more hours per week	100%

Employees hired into a TESPAs position on or after June 7, 2011, shall only be eligible for District-paid single health insurance coverage per the above eligibility requirements. Two-person or full-family coverage may be obtained at the employee’s expense via payroll deduction as permitted by law.

Section 2. Insurance Coverage.

A. **Health Insurance.** The District agrees to provide all eligible employees, upon their election and payment of applicable annual employee contribution amounts, with health insurance coverage under the District’s self-funded plan as outlined in Appendix A. Any annual employee contributions will be made via payroll deduction as permitted by law. Any change in or modification of the District’s self-funded plan with enhanced, base, and fully-paid plan options and/or any adjustments (decreases or increases) in the accompanying annual employee contributions for other employees groups covered by this plan will also apply to TESPAs employees who receive such insurance coverage. However, unless otherwise required by law, an employee’s annual contribution shall not exceed 20% of the premium costs for such health insurance coverage.

Option to Health Insurance. Effective July 1, 2008, employees who are eligible to be enrolled in health insurance, but do not choose to enroll and who are not enrolled in another Board-sponsored health insurance plan, the Employer will provide an advance election cafeteria plan that provides two thousand dollars (\$2,000.00). This benefit shall be prorated if the employee works less than thirty (30) hours per week. The proration shall be calculated according to Section 1 above. The number of people electing the option shall be determined at the close of business on the last day of the open enrollment period.

B. **Life Insurance.** The Employer will pay the premium (per Section 1) on a \$30,000 term life insurance policy. Such insurance may be converted to some type of individual life insurance plan at cost to the employee upon his/her termination.

C **Dental Insurance.** The Employer agrees to self-fund a dental plan that provides a Schedule of Benefits that is outlined in Appendix B. Class I Basic Dental Services, Class II Prosthodontic Dental Services, and Class III Orthodontic Dental Service (to age 19) . Class I, Class II and Class III benefits will be provided at a benefit level of eighty percent (80%), or at a benefit level of fifty percent (50%), if benefits are coordinated. Class I and Class II benefits shall be limited to one thousand dollars (\$1,000) per contract year per member, and Class III benefits shall not exceed a lifetime maximum of \$1,000 per person. The plan shall provide for an internal and external coordination of benefits.

D. **Vision Insurance.** The Employer agrees to self-fund a vision plan that provides a Schedule of Benefits that is outlined in Appendix C, which includes dependent college students up to age twenty-five (25). There shall be an internal and external coordination of benefits.

E. **Long Term Disability Insurance.** The Employer agrees to pay the premium (per Section 1) on a policy that will provide long-term disability income insurance after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to two-thirds (2/3) of his/her regular salary, subject to a maximum benefit of three thousand dollars (\$3,000) per month and reduced by any amounts paid or payable under Worker's Compensation, Social Security or the Michigan Public School Employees Retirement System. The remuneration under this Article is as established under the carrier's policy and is paid at the daily rate (seven days per week fifty-two weeks per year) or 1/365th of the annual salary of the employee. This remuneration is paid up to retirement, death or the ability to return to work, whichever occurs first.

Section 3. Insurance Contracts. All master insurance contracts will be kept by the Employer, and a complete copy of each contract will be given to the union President, upon request. In addition, employees will be given descriptive pamphlets of insurance.

Section 4. Health Insurance While on Health Care Leave. The Employer agrees to pay the premium (per Section 1) on the health care insurance policy for a maximum of one hundred twenty (120) calendar days for an employee (other than ELL para-educators) who has exhausted his/her sick bank and is on a health care leave of absence awaiting the beginning of the qualifying period of the long-term disability income insurance policy. ELL para-educators must have at least three years of service as a ELL para-educator to be eligible to receive this benefit.

An employee on a health care leave of absence may pay the District in advance of every month the premium cost to continue his/her health insurance during his/her COBRA eligibility period following the completion of the District's health insurance premium payment obligations.

Section 5. Insurance While Receiving Worker's Compensation Insurance. If an employee is injured on the job, the Employer agrees to continue to pay the premium (per Section 1) for the above insurances at no cost to the employee for a period not to exceed twelve (12) months from the date of injury. If the twelve months are not consecutive, then a total of twelve months of insurance shall be provided. A month will be counted if the employee is off work and drawing worker's compensation pay for more than fifteen calendar days and receiving insurance.

Section 6. The nature, amount, extent, commencement, duration, and term of benefits and coverage, as specified for all insurances in this Article, shall be as provided in the insurance policies and rules and regulations of the insurance carriers. The Employer's only obligation shall be to pay the required premiums for said insurances. Any claim settled between the employee and the carrier shall not be subject to the grievance procedure of the collective bargaining agreement.

ARTICLE 19. Leaves of Absence

Section 1. Eligibility Requirements. Employees shall be eligible for leaves of absence (except for FMLA leave that requires one year of employment and minimum of 1250 hours worked the year immediately preceding the leave) after serving the probationary period with the Employer, provided that such leaves of absence, except medical leaves of absence, shall be subject to the discretion of the Employer, and provided further that such leaves of absence shall not be granted if the efficient operation of the schools would be thereby jeopardized. An employee on a leave of absence, other than a medical leave of absence, shall not receive fringe benefits or accrue seniority unless he/she is receiving pay through use of accumulated leave days (including donated days), or vacation days, or is on military leave. Employees on medical leaves of absence shall be allowed to accrue a maximum of six months of seniority while on medical leave, and shall be eligible for insurance benefits as provided in Article 18, Section 4.

Section 2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Superintendent, Human Resources with a copy to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The employee shall submit the request at least two weeks in advance of the needed leave. This advance notice may be waived at the discretion of the Assistant Superintendent, Human Resources.

Authorization for a leave of absence, if granted, shall be furnished promptly to the employee in writing from the Assistant Superintendent, Human Resources.

A request for a short-term leave of absence (a leave not exceeding one month) shall be answered within five days. A request for a leave of absence exceeding one month shall be answered within ten days.

Section 3. Medical Leaves. An employee shall be granted a medical leave of absence upon request and upon the written recommendation of his/her physician. Medical leaves shall be granted for up to the balance of the school year, and may be extended for up to one additional school year. Employees on medical leaves may return prior to the end of the medical leave. An employee must furnish the Assistant Superintendent, Human Resources with a letter from his/her licensed physician recommending and stating the reason for the medical leave of absence in advance of the commencement of said leave and/or at the time the employee requests a leave extension. Upon return to regular employment with a doctor's clearance, the employee will be reinstated in accordance with Article 8 of this Agreement. Any employee who is absent and using sick leave days is not eligible to be placed on District medical leave until he/she exhausts his/her sick and personal leave days. However, the District may charge the employee's absence against any Family and Medical Leave time to which he/she may be eligible to receive by law. When he/she exhausts his/her sick and personal leave days, he/she shall immediately apply for a medical leave of absence from the District or the District may place him/her on a medical leave. Employees on medical leaves are not receiving pay from the District, and therefore, they are not accruing seniority or other benefits

An employee who becomes pregnant and who wishes to continue her employment shall notify the district and provide a physician's statement identifying her anticipated delivery

date no later than the fourth month of pregnancy. Medical leaves for maternity purposes will begin when the employee and her physician determine the need. The period of leave shall be for the duration of the mother's actual disability.

Section 4. Childcare Leave. The Employer may grant leaves of absence for child care of up to one year. Childcare leaves must be requested in writing at least twenty (20) working days in advance of the desired start of the leave.

Section 5. Union Leave. One member of the Union elected to a local union position or selected by the Union for employment, which takes the member from his/her position with the Employer, shall, at the written request of the Union, receive a leave of absence for a period of one year, and said leave may be extended at written request by the Union. Reinstatement shall be in accordance with Article 9 of this Agreement.

Section 6. Military Leave. All provisions of this form of leave shall be in accordance with state and federal laws governing such leaves. An employee shall accrue seniority while on military leave.

Section 7. Personal Leaves. Employees may request leaves of absence for reasons not covered elsewhere in this Article. Such leaves may be granted at the discretion of the employer for up to one year.

Section 8. Family and Medical Leave. Employees may request or may be placed on leaves of absence, pursuant to the Family Medical leave Act of 1993 (FMLA). Employees who are found eligible, shall be required to exhaust all paid leave entitlements, other than vacation, for which they may otherwise be eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

ARTICLE 20. General Provisions

Section 1. Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, disability, religion, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees unless explicitly written to be gender specific.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative or any employee against any employee because of

Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Union Bulletin Boards. The Employer agrees to make available suitable bulletin board space in convenient places in each building to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin space. All such notices and bulletins shall be signed by authorized local Union representatives.

Section 3. Union Activities on Employer's Time and Premises. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Union president, vice-president, association representative and grievance chairperson shall be allowed to do the following provided the Employer or its agent shall first approve any lengthy discussions and provided such discussions shall not substantially interfere with the employee's performance of his/her duties. However, during a discussion or conference, Association representatives will not be required to leave in order to return to work unless the meeting or conference is completed.

- A. Post Union notices in his/her own building.
- B. Transmit urgent communications authorized by the local Union or its officers, to the Employer, or its representative.
- C. Consult with the Employer, its representative local Union officer, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 4. Grievance Investigations. The MEA Uniserv Director and/or his/her designee shall have access to the premises of the school district at reasonable times to investigate grievances and other problems with which they are concerned. These representatives shall first notify the Assistant Superintendent, Human Resources or the Superintendent of Schools, in the absence of the Assistant Superintendent, Human Resources, before going anywhere in the school district and receive his/her permission to do so, provided such permission shall not be unreasonably withheld.

Section 5. Work Rules. All existing work rules and practices will be subject to discussion before being changed, and all future work rules will be subject to discussion between the Employer and the Union before they become effective.

- A. Revising. When existing rules are changed or new rules are established, they shall become effective, except in emergency, ten days after being posted.
- B. Informing Employees. The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules as soon as they are printed and discussed with the local Union. New employees shall be provided with a copy of the rules at the time of hire.

- C. Enforcing. Employees shall comply with all reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure, during which time employee shall follow the rule.
- D. Job Descriptions. Job descriptions for each classification will be prepared within ninety (90) days of signing the contract. Any questions relative to job descriptions or lack of same shall be subject for special conference.

Section 6. Seasonal Employment. Any ten-month employee desiring to have summer employment may apply for posted summer positions. If an employee is denied a summer position, the reasons will be provided in writing upon request.

Section 7. Use of Facilities. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as other school organizations as established by District policy. The interschool mailing system shall be made available to the Association and its members.

Section 8. Legal Counsel. Upon request of an employee who is assaulted as a result of his/her school-connected duties, the Employer will provide preliminary legal counsel, but not representation.

Section 9. Separability and Savings Clause. If any provisions of the Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any provision is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with any of the provisions of this Agreement.

Section 10. Medical Exams. The Board reserves the right to require an employee to be examined by a District-selected physician at District expense for health and/or safety reasons or other reasonable cause. The employee shall not lose pay for missing work time or be required to use available leave time for absences caused by the District requiring the employee to undergo such examination. The employee at his/her option may choose to provide to the District the results of a medical examination by his/her own selected

physician, at his/her own expense. In the event that there is a dispute between the District's physician and the employee's physician, the employee shall be examined by a physician mutually selected by the District and Union, and if they cannot agree, then by a physician referred by Beaumont Hospital.

Section 11. Uniforms. Employees provided with uniforms by the District must wear and launder uniforms, unless laundry service is provided. During school recess periods, employees issued uniforms are subject to applicable department guidelines for appropriate dress. Employees not supplied uniforms are expected to dress appropriately. When an employee terminates employment, he/she shall be required to return all uniforms which include any Troy School District identification, and may be requested to return some or all uniforms to the District.

Section 12. Identification Badges. All Employees who are issued District identification badges must wear said badges so they are visible at all times while at work. If an employee changes job classification or location and his/her badge is outdated, it is his/her responsibility to contact the Human Resources Department to request an updated badge.

ARTICLE 21. Safety

The Employer shall be responsive to safety concerns raised by employees and shall maintain reasonably safe working conditions.

An Employee shall not be assigned to work in a hazardous area, not operate any vehicle or equipment that is in violation of any applicable statute or governmental regulation relating to the safety of persons or equipment.

Employees shall immediately, or at the end of their shift, report any operating defects related to the safe operation of their vehicle or equipment. Such reports shall be made in writing on a suitable form furnished by the Employer, a duplicate copy to be retained by the Employee.

Health Protection. In order to provide continuing health protection for students and other school personnel:

- A. Upon initial employment each employee may be required to provide by certification from a licensed physician evidence of:
 1. Such state of physical and mental health that he/she is able to attend to his/her assigned duties, without undue absence during the ensuing year.
 2. Freedom from active tuberculosis and other communicable diseases.
- B. When required by law, the employee will show evidence of his/her continued freedom from active tuberculosis by either tuberculin skin test or chest x-ray.
- C. Employees shall not be required to work under unsafe or hazardous conditions which endanger the health, safety or well-being of the employee as determined by applicable

regulations properly adopted by OSHA, the Department of Labor (29 CFR 1960) or state or local agencies having jurisdictions. Employees who are required to continue to work shall be reassigned to work at another location at their regular rate of pay.

Article 22. Maintenance

Section 1. Days, Weeks and Hours of Work. Employees will be scheduled eight hours per day, five consecutive days per week for fifty-two (52) weeks per year.

Section 2. Vacation.

Vacation Time	Upon Completion of
2 Weeks	1 Year
3 Weeks	5 Years
4 Weeks	10 Years

Section 3. Absence from a Paid Workday. When an employee needs to be absent from a paid workday, he/she shall contact the Director for Operations and Maintenance by 7:00 A.M.

Section 4. Uniforms. Annually, employees shall be provided with five uniforms or four uniforms and one set of coveralls and shall wear said uniforms while working as an employee. Additionally, employees shall be provided with rain gear (boot, raincoat, rainpants) as necessary and a jacket in school years that begin with even numbers. In lieu of rain gear, an employee may request one pair of insulated bib overalls.

Section 5. School Closing. On days when schools are closed for students, for weather, safety or other reasons, all employees shall be required to report for work and perform whatever duties that may reasonably be assigned, including snow removal. If weather conditions make it extremely difficult for the employee to report on time, the employee shall nonetheless report as soon as possible and work the regular number of hours, i.e., if a full-time employee is scheduled to report at 7:00 A.M. and does not arrive until 9:00 A.M., the employee shall work from 9:00 A.M. to 5:30 P.M.

Section 6. Inservice. Employees hired on or before July 1, 1998, who participate in Employer-approved in-service training shall receive \$5.00 per month for each 100 hours of training received, up to a maximum of 400 hours, i.e., \$20.00 per month.

Section 7. Clean-up Period. Employees shall be granted a five-minute personal clean-up period prior to the start of the lunch period and prior to the end of the workday.

Section 8. Shift Differential. Employees shall receive a fifteen-cent (\$0.15) per hour differential for all work performed when a shift starts after Noon. For shifts commencing after 10:00 P.M., employees shall be eligible for a twenty-cent (\$0.20) per hour differential in addition to their base hourly straight time set forth in the Appendix.

Article 23. Special Education Para-Educators

Section 1. Days, Weeks and Hours of Work. Special education para-educators shall be scheduled to work on days when school is in session for students and on the first teacher workday. A special education para-educator shall not be scheduled to work and be paid for any evening parent-teacher conference sessions, unless he/she receives permission in writing in advance from the Director for Special Education or his/her designee.

Section 2. Vacation. Special education para-educators shall receive one week after one year or two weeks after five years. Vacation time may not be taken on days when school is in session unless specific authorization is granted by the supervisor.

Section 3. Absence Reporting. When a special education para-educator needs to be absent from a paid workday, he/she shall contact the system-wide automated substitute caller at least one and one-half hours before the start of his/her shift.

Section 4. School Closing. On days when Troy School District schools are closed for students for weather, safety or other reasons, special education para-educators shall not report to work and will not be charged for the absence. Whenever the District reschedules schools closed for the aforesaid reasons, special education para-educators will work without additional compensation. On days when students are dismissed early due to emergency situations, para-educators shall be excused as soon as all students and/or buses have left the building. When the District or a school building within the District is closed due to weather or an emergency, the District will announce the information through the local media. Employees who report for work when the District is closed due to weather conditions or an emergency shall not be eligible to receive minimum reporting pay.

Section 5. Inservice. Special Education para-educators may apply for para-educator training at District expense.

Section 6. Lunch Period. Special education para-educators will be provided a lunch period of thirty (30) minutes or a lunch period equal to that of the teaching staff, whichever is greater.

Section 7. Probationary Period. Notwithstanding the provisions of Article 8, Section 2, new special education para-educators shall be probationary until they have actually worked sixty (60) working days.

Section 8. Inservice Training Days in August. A special education para-educator may seek prior approval to attend the teacher inservice days in August. If a special education para-educator is approved to attend and attends the training, he/she shall be paid.

Article 24. ELL Para-educators

Section 1. Work Year. ELL para-educators will be scheduled to work when school is in session for students and on the first teacher workday of the year.

Section 2. Vacation. ELL para-educators shall receive one week of paid vacation after four years. Vacation pay will be issued at the end of the school year.

Section 3. Inservice Training Days in August. A ELL para-educator may seek approval to attend the teacher inservice days in August. If a ELL para-educator is approved to attend and attends the training, he/she shall be paid.

Section 4. Translations Outside of Workday. A ELL para-educator who does a translation outside of his/her regular work hours shall be paid a minimum of two hours at time and one-half.

Section 5. School Closing. On days when Troy School District schools are closed for students for weather, safety or other reasons, ELL para-educators shall not report to work and will not be charged for the absence. Whenever the District reschedules schools closed for the aforesated reasons, ELL para-educators will work without additional compensation. On days when students are dismissed early due to emergency situations, ELL para-educators shall be excused as soon as all students and/or buses have left the building. When the District or a school building within the District is closed due to weather or an emergency, the District will announce the information through the local media. Employees who report for work when the District is closed due to weather conditions or an emergency shall not be eligible to receive minimum reporting pay.

Section 6. Probationary Period. New ELL para-educator employees hired into the unit from the outside or current employees who have never completed a probationary period for a ELL para-educator position in the District shall be probationary for the first sixty (60) working days of their ELL para-educator employment.

Section 7. Absence Reporting. When ELL para-educator needs to be absent from a paid workday he/she shall contact the system-wide automated substitute caller at least one and one-half hours before the start of his/her scheduled hours that day.

Section 8. Lunch Break. A ELL para-educator scheduled for more than four hours on a given day shall be scheduled for a thirty (30) minute unpaid lunch break. An ELL para-educator scheduled four hours or less on a given day may request to have an unpaid lunch break scheduled.

Section 9. Shift Break. ELL para-educators shall be provided with a fifteen- (15) minute rest period during each shift of at least four hours. The rest period shall be at the middle of the four-hour shift, whenever this is feasible.

Section 10. Temporary Vacancies. The District may fill a temporary vacancy at its discretion or leave the position vacant.

Section 11. Return from Leave. Absent employees shall be returned to their position if the absence does not exceed twelve (12) weeks. If the absence exceeds twelve (12) weeks the employer will place the returning employee in an appropriate position in the classification. If he/she lacks the seniority to hold an ELL para-educator position, then the District shall follow the layoff procedure.

ARTICLE 25. Termination, Renewal and Modification

Section 1. This contract shall take effect as of July 1, 2010, and shall remain in force and effect through June 30, 2011. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification of a new contract.

IN WITNESS WHEREOF the parties have hereto set their hands and seals this day and year:

Executed at Troy, County of Oakland, State of Michigan, October 7, 2011.

TROY SCHOOL DISTRICT

**TROY EDUCATION SUPPORT
PERSONNEL ASSOCIATION/MEA/NEA**

Board of Education President

TESPA President

Assistant Supt. of Human Resources

TESPA Vice President

TESPA Salary Schedule 2010 – 2012**
Effective July 1, 2010 - June 30, 2012

OCCUPATIONAL GROUPS	Step 1	Step 2	Step 3	Step 4	Step 5	Long 1	Long 2	Long 3
Maintenance								
Foreman	25.73	26.38	27.01	27.51	28.15	28.46	28.77	29.07
Engineer	24.29	24.88	25.41	26.08	26.70	26.95	27.26	27.55
Skilled Trades (1)	23.89	24.46	25.06	25.66	26.21	26.52	26.81	27.09
Semi-Skilled (2)	20.20	20.78	21.38	21.98	22.57	22.85	23.16	23.44
Special Education Para-Educator								
Para-Educator	12.79	13.57	14.46	15.21	15.39	15.71	16.05	16.38
ELL Para-Educator								
Para-educator	11.74	12.64	13.31	14.21	15.12	15.38	15.75	16.08

1. Same duties as semi-skilled but with Journeyman's rating or equivalent

2. Painter, mechanical helpers

** For the 2011/2012 school year, all maintenance employees will have four (4) unpaid furlough days to be taken at their discretion with approval of the Executive Director, Maintenance & Operations. All para-educator employees (special education & ELL) will have one unpaid furlough day on the first teacher workday prior to the start of the students' school year. Additionally, step increases for all TESPAs are frozen.

**Letter of Agreement
Between the Troy School District
and the Troy Educational Support Personnel
Association/MEA/NEA**

**Re: Labor Day Holiday for Special Education Para-Educator and ELL
Para-educator**

The parties agree to provide employees in the above-captioned occupational groups with holiday pay for the Labor Day holiday providing they report for work and work on the first scheduled work day immediately after the Labor Day holiday or are approved for the use of accumulated leave on that first scheduled work day.

For the District

For the Association

Jasen Witt
Assistant Superintendent
Human Resources

Jan McGrail
President

Date: September 23, 2011



Schedule of Benefits
January 2011

	OPTION 3 – Enhanced Plan 46531 Loc 1 Administrators 46531 Loc 2 Non-Rep 46531 Loc 3 Non-Rep Exempt 46531 Loc 4 TESPA (Para & Maintenance) eff 8/1/2011 NON-NETWORK PROVIDERS	OPTION 2 – Base Plan 46532 Loc 1 Administrators 46532 Loc 2 Non-Rep 46532 Loc 3 Non-Rep Exempt 46532 Loc 4 TESPA (Para & Maintenance) eff 8/1/2011 NON-NETWORK PROVIDERS	OPTION 1 – Fully Paid Plan 46533 Loc 1 Administrators 46533 Loc 2 Non-Rep 46533 Loc 3 Non-Rep Exempt 46533 Loc 4 TESPA (Para & Maintenance) eff 8/1/2011 NON-NETWORK PROVIDERS
DEDUCTIBLE PER CALENDAR YEAR			
Per Covered Person	\$300.00	\$400.00	\$500.00
Per Family Unit	\$600.00	\$800.00	\$1,000.00
3-MONTH DEDUCTIBLE CARRYOVER			
	Covered expenses incurred in and applied toward the deductible in the months of October, November and December will be applied toward the deductible in the next calendar year		
COPAYMENTS			
Physician Visits	\$10.00	\$20.00	\$35.00
Urgent Care Visits	\$20.00	\$30.00	\$50.00
Emergency Room Visits	\$35.00	\$50.00	\$80.00
COST SHARING PER CALENDAR YEAR (DOES NOT INCLUDE DEDUCTIBLES)			
Per Covered Person	100%	100%	90% up to \$500.00 90% up to \$1,000.00
Per Family Unit	100%	100%	100% 100%
	The following benefits do NOT accumulate to the Cost Sharing per Calendar Year Maximums: • Deductibles • Cost containment penalties • Copays		
COVERED SERVICES	OPTION 3 – Enhanced Plan PLAN PAYS NETWORK PROVIDERS NON-NETWORK PROVIDERS (Payment based upon Reasonable and Customary Charges)	OPTION 2 – Base Plan PLAN PAYS NETWORK PROVIDERS NON-NETWORK PROVIDERS (Payment based upon Reasonable and Customary Charges)	OPTION 1 – Fully Paid Plan PLAN PAYS NETWORK PROVIDERS NON-NETWORK PROVIDERS (Payment based upon Reasonable and Customary Charges)
Inpatient Hospital Services (including Psychiatric Treatment and Substance Abuse Care)	100% after Deductible	100% after Deductible	100% after Deductible
Semi-Private Room & Board, Intensive Care Unit, Ancillary Services - General conditions - Newborn confinement for an illness or injury	100% after Deductible	100% after Deductible	100% after Deductible
Skilled Nursing Facility (within 14 days of a Hospital admission – 730 days lifetime maximum combined for in and out of network benefits)	100% after Deductible	100% after Deductible	100% after Deductible

	OPTION 3 – Enhanced Plan		OPTION 2 – Base Plan		OPTION 1 – Fully Paid Plan	
Physician Services (including Psychiatric Treatment and Substance Abuse Care)						
Inpatient visits	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible
Office Visits-Diagnostic	\$10 copay	90% after Deductible and Cost Sharing	\$20 copay	90% after Deductible and Cost Sharing	\$35 copay	90% after Deductible and Cost Sharing
Office Visits- Consultation Referral	\$10 copay	90% after Deductible and Cost Sharing	\$20 copay	90% after Deductible and Cost Sharing	\$35 copay	90% after Deductible and Cost Sharing
Maternity Care including pre and post natal and delivery (per pregnancy)	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible
Surgical Procedures	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible
Allergy testing and therapy (including antigen) and Allergy injections	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Home Health Care (30 days per Calendar Year Maximum combined for in and out of network benefits)	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible
Inpatient Prescription Drugs	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible
Outpatient Private Duty Nursing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Hospice Care (\$5,000 Lifetime Maximum combined inpatient and outpatient)	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Ambulance Service	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Jaw Joint/ TMJ (\$450 Lifetime Maximum combined in and out of network)	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible	100% after Deductible
Occupational Therapy	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Speech Therapy	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Physical Therapy	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Durable Medical Equipment	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Prosthetics	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Orthotics	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Spinal Manipulation – Chiropractic	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing	100% after Deductible	90% after Deductible and Cost Sharing
Adult Wellness/Preventative Care	Covered 100%	90% after Deductible and Cost Sharing	Covered 100%	90% after Deductible and Cost Sharing	Covered 100%	90% after Deductible and Cost Sharing
Benefits related testing						
- Routine Adult Exams						
- Pap Smear						
- Mammography						
- Prostate Screening						
- Gynecological Exam						
- Colon Exam						
- Rectum Exam						

	OPTION 3 – Enhanced Plan	OPTION 2 – Base Plan	OPTION 1 – Fully Paid Plan
Adult Immunizations (must be administered by an in-network provider or at a worksite-sponsored wellness event or health fair or at a Public Health Department)	100%	100%	100%
Flu shot, Hepatitis A, Hepatitis B, HPV/Gardasil (for members and covered dependents age 19-26), Meningococcal, Pneumococcal, Measles, Rubella (MMR), Tetanus, diphtheria and acellular pertussis (for adults with uncertain vaccination histories), Zoster (ages 60 and older) and Vaccinations needed for overseas travel, including yellow and jungle fever	90% after Deductible and Cost Sharing	90% after Deductible and Cost Sharing	90% after Deductible and Cost Sharing
Routine Well Child Examinations	Covered 100%	Covered 100%	Covered 100%
- 6 visits per year birth - age 1			
- 2 visits per year age 2 - 3			
- 1 visit per year age 4 – age 15			
Routine Well Child Routine Immunizations (must be administered by an in-network provider or at a worksite-sponsored wellness event or health fair or at a Public Health Department)	90% after Deductible and Cost Sharing	90% after Deductible and Cost Sharing	90% after Deductible and Cost Sharing
Hepatitis A, Hepatitis B, HPV (Gardasil), UPV, MMR, ProQuad, Routine Well Child Routine Immunizations (continued)			
Polio, Varicella, Td, Pediatrix, Meningococcal, Pneumococcal, Rotavirus, Influenza, H1N1 (Swine Flu)			
Emergency Room	100%	100%	100%
X-Ray	\$35 copay	\$50 copay	\$80 copay
Laboratory	100% after Deductible	100% after Deductible	100% after Deductible
Pathology	100% after Deductible	100% after Deductible	100% after Deductible
Organ Transplants (\$1,000,000 Lifetime Maximum for each type of transplant)	100% after Deductible	100% after Deductible	100% after Deductible
Medical Weight Loss (ONLY for morbid obesity) Plan covers up to \$615	90% after Deductible and Cost Sharing	90% after Deductible and Cost Sharing	90% after Deductible and Cost Sharing

	OPTION 2 – Base Plan	OPTION 1 – Fully Paid Plan
Prescription Drugs (through 4D Pharmacy)		
Generic Prescriptions	\$10.00 at retail \$10.00 at mail order for up to a 90 day supply	\$15.00 at retail \$15.00 at mail order for up to a 90 day supply
Brand Name Formulary Prescriptions	\$20.00 at retail \$20.00 at mail order for up to a 90 day supply	\$30.00 at retail \$30.00 at mail order for up to a 90 day supply
Brand Name Non-Formulary Prescriptions	\$30.00 at retail \$30.00 at mail order for up to a 90 day supply	\$50.00 at retail \$50.00 at mail order for up to a 90 day supply

Dental Benefits

WHAT IS COVERED – If a Covered Person incurs covered dental charges, payment will be made for the applicable percentage stated in the Schedule of Dental Expense Benefits, A or B, for the type of service up to the annual individual maximum or lifetime maximum stated in the Schedule of Dental Expense Benefits, A or B. Charges must be incurred and the services and supplies furnished while the covered Person is covered under the plan.

DEFINITIONS

COVERED SERVICES – Covered services means only those benefits selected by the plan and listed in the Schedule of Dental Expense Benefits, A or B.

DENTAL SERVICES – Dental services means care and procedures employed by the dentists for diagnosis or treatment of dental disease, injury or abnormal condition, based on valid dental need according to accepted standards of dental practice.

OPTIONAL TREATMENT – Optional treatment means those cases in which the covered Employee or Dependent selects a service or treatment other than that customarily provided or for which the plan cannot establish a valid dental need.

PLAN MAXIMUMS – Plan maximums mean the maximum dollar amount the plan will pay in any benefit year (or lifetime for orthodontic benefits) for covered dental services. (See Schedule of Dental Expense benefits, A or B.)

CO-PAYMENT – Co-payment means the amount the covered Employee or their Dependent is required to pay in addition to the plan's payment.

PREDETERMINATION – Predetermination is a procedure in which the dentist submits his/her treatment plan and radiographs to the plan before rendering dental services expected to exceed \$200.

The plan supervisor reviews the treatment plan and notifies the patient and dentist of the determination of services covered by the plan and the amount of benefits payable.

CLASSES OF BENEFITS

CLASS I BENEFITS

DIAGNOSTIC & PREVENTIVE SERVICES – Services and procedures employed by dentists to evaluate existing conditions and/or prevent the occurrence of dental abnormalities or disease. Such services may include examinations, diagnoses, diagnostic aids, prophylaxes and topical application of fluoride solution.

RADIOGRAPHS – X-rays, as required or in connection with the diagnosis of specific condition.

EMERGENCY PALLIATIVE – Nonspecific treatment employed by dentists to temporarily alleviate pain and discomfort.

RESTORATIVE SERVICES – Services employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor restorative services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorative services usually include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

ORAL SURGERY SERVICES – Extractions and other oral surgery procedures employed by dentists.

ENDODONTIC SERVICES – Procedures employed by dentists for the treatment of teeth with diseased or damaged nerves (i.e. root canals).

PERIODONTIC SERVICES – Procedures employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

CLASS II BENEFITS

PROSTHODONTIC DENTAL SERVICES – Prosthodontic services are defined as bridges and partial and complete dentures. In other words, appliances that replace missing natural teeth.

CLASS III BENEFITS

ORTHODONTIC DENTAL SERVICES – Orthodontic services are defined as necessary treatment and procedures required for the correction of malposed teeth. This benefit is available to Covered Persons only to age 19.

PREDETERMINATION OF BENEFITS

Before starting a dental treatment for which the charge is expected to be \$200 or more, a predetermination of benefits form must be submitted.

A regular dental claim form is used for the predetermination of benefits. The covered Employee fills out the Employee section of the form and then gives the form to the Dentist.

The Dentist must itemize all recommended services and costs and attach all supporting x-rays to the form.

The Dentist should send the form to the Claims Administrator at this address:

AmeraPlan, Inc.
22500 Metropolitan Parkway #100
Clinton Township, Michigan 48035
(200) 221-4254

The Claims Administrator will notify the Dentist of the benefits payable under the Plan. The Covered Person and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

If a description of the procedures to be performed, x-rays and an estimate of the Dentist's fees are not submitted in advance, the Plan reserves the right to make a determination of benefits payable taking into account alternative procedures, services or courses of treatment, based on accepted standards of dental practice. If verification of necessity of dental services cannot reasonably be made, the benefits may be for a lesser amount than would otherwise have been payable.

ALTERNATE TREATMENT

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the plan will base its reimbursement on the Usual and Reasonable Charge for an amalgam filling. The patient will pay the difference in cost.

EXCLUSIONS AND LIMITATIONS TO DENTAL EXPENSE BENEFITS

From the benefits listed, the following shall be excluded.

- (1) Benefits or services for injuries or conditions compensable under Worker's Compensation or Employer's Liability laws; or benefits or services which are available from any federal or state government agency, or from any municipality, county or other political subdivision or community agency, or from any foundation or similar entity. **NOTE:** This provision does not apply to any programs provided under Title XIX Social Security Act, i.e. Medicaid.)

- (2) Benefits or services which are determined by the plan to be rendered to correct congenital malformations, cosmetic surgery, or dentistry for cosmetic reasons.
- (3) Benefits, services or appliances, including, but not limited to, prosthodontics (including crowns and bridges), started prior to the date the patient became eligible under this plan.
- (4) Sealants, prescription drugs, laboratory tests and/or examinations, pre-medications and/or relative analgesia; charges for hospitalization; general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedures, unless specified need is shown; preventive control programs; and charges for failure to keep a scheduled visit with the dentist.
- (5) Lost, missing or stolen appliances and replacement or repair of orthodontic appliances.
- (6) Charges for completion of forms is not a benefit under this plan.
- (7) Benefits and services which are not necessary and customary, as determined by the standards of generally accepted dental practice, for which no valid dental need can be demonstrated, or which are experimental in nature.
- (8) Benefits and services which are not within the classes of benefits defined in the plan.
- (9) Appliances, surgical procedures and restorations for increasing vertical dimension, for restoring occlusion, for replacing tooth structure loss resulting from attrition, abrasion, erosion; or for implantology techniques. If class III Benefits have been selected under the plan, this exclusion shall not apply to those provisions of the Class III Benefits as limited by the terms and conditions of the plan.
- (10) No benefits are payable for fees for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist, in accordance with generally accepted dental standards.
- (11) Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of this coverage.
- (12) Charges for services or supplies received as a result of dental disease defect or injury due to an act of war, declared or undeclared.
- (13) Charges for services which are covered under a hospital-surgical-medical drug program.
- (14) Benefits and services which are not within the classes of benefits which have been selected and are part of this plan.

LIMITATIONS

The benefits to be provided to covered Employees and their eligible Dependents under this plan shall be limited as follows:

- (1) Prophylaxes and oral exams may be provided, but not more than twice in any period of 12 consecutive months.
- (2) Bitewing x-rays may be provided, but not more than one in a period of 12 consecutive months.
- (3) Full mouth x-rays (which include bitewing x-rays) are a benefit once in a five-year period. Said five-year period is to be measured from the date the above service was last rendered under the former plan that this plan replaces. A panoramic x-ray (including bitewings) is considered a complete mouth x-ray and is paid as such. A panoramic film in conjunction with a complete intraoral survey is not a separate benefit when performed by the same dentist.
- (4) Jackets, crowns, inlays and associated procedures such as cores and substructures on the same tooth are a plan benefit once in any five-year period. Said five-year period is to be measured on the date of the jacket, crown or inlay was last supplied under the plan that this plan replaces.
- (5) Porcelain crowns, porcelain fused to metal, or resin processed to metal type crowns are not benefits for eligible children under 12 years of age.
- (6) Optional treatment: In all cases in which the covered Employee or eligible Dependent selects a more expensive service or benefit than is customarily provided, or for which the plan does not believe a valid dental need is shown, the plan will pay the applicable percentage of the fee for the

service or benefit, if any, which is customarily provided to restore the tooth to contour and function.

- (a) For example, a tooth can be satisfactorily restored with amalgam. However, a Covered Person chooses to have the tooth restored with a more costly material. The plan will only pay the applicable amount that it would have paid to restore the tooth with amalgam. The Covered Person is responsible for the difference in cost.
- (7) (a) Not more than one full upper and one full lower complete denture shall be constructed under the plan in any five-year period for any one person.
- (b) Plan for any one person more often than once in any five-year period except where the loss of additional teeth requires the construction of a new appliance. Said five-year period is to be measured from the date on which the prosthetic appliance was last supplied under the former plan that this plan replaces.
- (8) Complete replacement of denture base material (rebase or jump) or relines is a benefit once in any three-year period for any one person. Said three-year period is to be measured from the date the above service was last rendered under the former plan that this plan replaces.
- (9) For the purpose of this plan, the above time limitations are to be measured from the date on which those services were last supplied under the former plan that this plan replaces.
- (10) Topically applied fluorides are not a benefit for persons over 19 years of age except where special need is shown by the attending dentist.
- (11) The plan's obligation for payment of benefits terminates on the last day of the month in which the Covered Person becomes ineligible for benefits.
- (12) When services in progress are interrupted and completed later by another dentist, the plan will review the claim to determine the payment, if any, to each dentist.
- (13) Care terminated due to death of a covered Employee or Dependent will be paid in full, to the limit of the plan's liability, for the services completed or in progress.
- (14) Maximum Payment:
- (a) The maximum benefit payable in any one benefit year or any portion thereof shall be limited solely to the amount specified in the Schedule of Dental Benefits, A or B.
 - (b) The plan's payment for Class III, orthodontic benefits, shall be limited to the lifetime maximum per Covered Person as specified in the Schedule of Dental Benefits, A or B.

ORTHODONTIC (CLASS III) BENEFIT LIMITATIONS:

- (1) Orthodontic benefits are provided only until the 19th birthday of a Covered Person.
- (2) If the treatment plan is terminated before completion of the case for any reason, the obligation of the plan will cease with payment to the date of termination.
- (3) Treatment may be terminated by the dentist by written notification to the plan and to the Covered Person, for lack of patient interest and cooperation. The plan's obligation for payment of benefits in such cases terminates on the last day of the month in which the Covered Person was last treated.
- (4) Any charge for the replacement or repair of an orthodontic appliance furnished under the plan shall not be paid by the plan and will be the sole responsibility of the Covered Person.

VISION CARE BENEFITS

WHAT IS COVERED – Benefits are payable for covered charges incurred while the person is covered for these benefits. Covered charges must have been made by an ophthalmologist, optometrist or optician for services or materials furnished in vision care.

WHAT ARE COVERED CHARGES

- (1) Charges for a vision examination, but not for more than one performed on a Covered Person during a plan year.
- (2) Charges for corrective spectacle lenses and frames, but not more than one pair of such lenses and one frame per insured during a plan year.
- (3) Charges for corrective contact lenses, but not more than one pair of such lenses per Covered Person during a plan year.

Please Note: For each plan year, charges for contact lenses and the examination are in lieu of all other covered charges during the plan year for each Covered Person.

NOT COVERED - No payment shall be made for:

- (1) Non-corrective lenses.
- (2) Vision therapy or sub-normal vision aids.
- (3) Medical or surgical treatment of the eyes.
- (4) Replacement of lost or broken lenses or frames if benefits applicable to the replacement were previously provided during the plan year.
- (5) Charges with respect to which benefits are provided under any Worker's Compensation or similar law.
- (6) Vision examination, lenses or frames which would have been furnished without cost in the absence of his insurance or for which an insured person has no legal obligation to pay.
- (7) The extra cost of progressive lenses.
- (8) The cost of frames that exceeds the plans reasonable and customary amounts.
- (9) Charges for cosmetic (elective) contact lenses, including the examination that exceed the plan allowance.

Please Note: Benefit year for vision is January 1 through December 31.

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